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interurban railroad company controlled by the general railroad law in regard to the operation of railroads as carriers of passengers?

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**COMMON CARRIERS—STREET RAILWAY COMPANY—LIABILITY FOR KILLING A DOG.**—A street railway company is held, in *Moore v. Charlotte Electric R. L. & P. Co.* (N. C.), 67 L. R. A. 470, not to be liable in damages for the killing of a dog by one of its cars, unless the killing is done wilfully, wantonly, or recklessly.

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**COMMON CARRIERS—CONTRACTING TO LIMIT COMMON-LAW LIABILITY.**—In case of a breach of a carriage contract in a state whose Constitution prohibits the carrier from contracting to limit its common-law liability, it is held, in *Adams Express Co. v. Walker* (Ky.), 67 L. R. A. 412, that the carrier cannot, in the courts of that state, have the benefit of a contract valid where made in another state limiting such liability.

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**COMMON CARRIERS—CONTRACTING TO LIMIT COMMON-LAW LIABILITY.**—The right of a carrier to limit, by special contract, his common-law liability, and thereby to exempt himself from liability for any loss resulting otherwise than by the negligence or misfeasance of himself or his servants, is sustained in *Russell v. Erie R. Co.* (N. J. Err. & App.), 67 L. R. A. 433.

See this subject discussed in 8 Va. Law Reg. 849, and 9 Va. Law Reg. 73, where the Virginia authorities are examined.

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**COMMON CARRIERS—DELAY BY INITIAL CARRIER.**—Delay by the initial carrier in the transportation of goods at a season when weather conditions would naturally produce deterioration in their quality, which may have aided in causing the damaged condition in which they were delivered to the consignee, is held, in *St. Louis, I. M. & S. R. Co. v. Coqlidge* (Ark.), 67 L. R. A. 555, to render it liable for the loss, unless it shows that its delay did not produce the injury in whole or in part, although delay by a connecting carrier is also shown, which might have caused, or contributed to, the injury.

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**CONNECTING CARRIERS—LOSS OF GOODS—LIABILITY.**—In an action brought against three railroad corporations and a steamship company, jointly, or severally, to recover damages for failure to transport and deliver safely certain personal property which the plaintiff shipped at the city of Nashville, in the State of Tennessee, to be delivered at Lynbrook on Long Island, in the State of New York, *Held*, a connecting carrier is not liable for the default of another carrier in performing part of the transportation, where there was merely a traffic agreement for division of profits arising from the transportation. *Wilson v. Louisville & N. R. Co.* (1905), — N. Y. —, 92 N. Y. Supp. 1091.

The theory of the action is that all and each of the corporations are liable by reason of some arrangement or agreement between them, and that they